

# Memorandum for General RFP Configuration

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**To:** Vendor with current valid proposal for General RFP #3576 for Computer Hardware and Software

**From:** David L. Litchliter

**CC:** ITS Project File Number 38232

**Date:** June 3, 2009

**Subject:** Letter of Configuration (LOC) Number 38232 for the procurement of memory and configuration assistance for the Mississippi Department of Finance and Administration (DFA)

**Contact Name:** Sheila Kearney

**Contact Phone Number:** 601-359-2686

**Contact E-mail Address:** Sheila.Kearney@its.ms.gov

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The Mississippi Department of Information Technology Services (ITS) is seeking the hardware and services described below on behalf of the Mississippi Department of Finance and Administration (DFA). Our records indicate that your company currently has a valid proposal on file at ITS in response to General RFP #3576 for Computer Hardware and Software. Our preliminary review of this proposal indicates that your company offers products, software, and/or services that may meet the requirements of this project; therefore, we are requesting your configuration assistance for the components described below.

## 1. GENERAL LOC INSTRUCTIONS

- 1.1 Beginning with Item 3, label and respond to each outline point as it is labeled in the LOC.
- 1.2 The Vendor must respond with "ACKNOWLEDGED," "WILL COMPLY," or "AGREED" to each point in the LOC as follows:
  - 1.2.1 "ACKNOWLEDGED" should be used when a Vendor response or Vendor compliance is not required. "ACKNOWLEDGED" simply means the Vendor is confirming to the State that he read the statement. This is commonly used in sections where the agency's

current operating environment is described or where general information is being given about the project.

1.2.2 “WILL COMPLY” or “AGREED” are used interchangeably to indicate that the Vendor will adhere to the requirement. These terms are used to respond to statements that specify that a Vendor or Vendor’s proposed solution must comply with a specific item or must perform a certain task.

1.3 If the Vendor cannot respond with “ACKNOWLEDGED,” “WILL COMPLY,” or “AGREED,” then the Vendor must respond with “EXCEPTION.” (See instructions in Item 11 regarding Vendor exceptions.)

1.4 Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested in addition to “WILL COMPLY” or “AGREED”.

1.5 In addition to the above, Vendor must provide explicit details as to the manner and degree to which the proposal meets or exceeds each specification.

## **2. GENERAL OVERVIEW AND BACKGROUND**

The Mississippi Management and Reporting System (MMRS) is an office of the Mississippi Department of Finance and Administration (DFA). The 1993 regular session of the Mississippi Legislature established MMRS for the purpose of creating and maintaining a central repository of current, accurate, and relevant management information (Section 7-7-3, Mississippi Code of 1972, Annotated as Amended). In that effort, MMRS is responsible for the development, enhancement, maintenance, and support of several statewide applications that combine to form this central repository of management information. One of the applications supported by MMRS is the Mississippi Executive Research and Library Information System (MERLIN).

MERLIN is an enterprise data warehouse of accounting (including budget, revenue, and expenditures), payroll, human resources, travel, and property information. The data warehouse allows state agencies and government officials access to decision-critical information for reporting and analysis purposes, MERLIN is both web and client-server accessible. MERLIN currently resides at the ITS State Data Center on an IBM 9117 pSeries P570 server with 8 processors, 16 GB of memory, running AIX 5.1.5 operating system and a DB2 application engine.

Due to American Recovery and Reinvestment Act (ARRA) and increased use (more hits with larger and more complex searches) of MERLIN, MMRS needs to upgrade the

memory in the IBM 9117 pSeries P570 server from 16 GB to 80 GB. Additionally, MMRS requires configuration services and 3 years of warranty.

### 3. PROCUREMENT PROJECT SCHEDULE

Task	Date
Release of LOC	Wednesday, June 3, 2009
Deadline for Vendors' Written Questions	Monday, June 8, 2009
Addendum with Vendors' Questions and Answers	Thursday, June 11, 2009
Proposals Due	Wednesday, June 17, 2009
Proposal Evaluation	Wednesday, June 17, 2009 through Friday, June 19, 2009
Notification of Award	Friday, June 19, 2009
Installation/Configuration	July 30, 2009
Acceptance	August 15, 2009

### 4. STATEMENTS OF UNDERSTANDING

- 4.1 The Vendor must provide pricing for all hardware and configuration assistance for the proposed solution. The State will be responsible for installation of the additional memory.
- 4.2 Proposed equipment must be new from the manufacturer and qualify for warranty and maintenance services.
- 4.3 Vendor must be aware that ITS reserves the right to make additional purchases at the proposed prices for a six (6) month period.
- 4.4 Vendor must be aware that the specifications detailed below are minimum requirements. Should Vendor choose to exceed the requirements, Vendor must indicate in what manner the requirements are exceeded.
- 4.5 It is the State's intention that the hardware ship to DFA at 501 North West Street, Suite 1201, Jackson, Mississippi, 39201 on or before June 30, 2009.
- 4.6 Vendor acknowledges that if awarded, it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp2008), and will register and participate in the status verification system for all newly hired employees. The term "employee"

as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Vendor will agree to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State.

Vendor acknowledges and certifies that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi.

Vendor acknowledges that violating the E-Verify Program (or successor thereto) requirements subjects Vendor to the following: (a) cancellation of any state or public contract and ineligibility for any state or public contract for up to three (3) years, with notice of such cancellation being made public, or (b) the loss of any license, permit, certification or other document granted to Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. Vendor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

- 4.7 From the issue date of this LOC until a Vendor is selected and the selection is announced, responding Vendors or their representatives may not communicate, either orally or in writing regarding this LOC with any statewide elected official, state officer or employee, member of the legislature or legislative employee except as noted herein. To ensure equal treatment for each responding Vendor, all questions regarding this LOC must be submitted in writing to the State's Contact Person for the selection process, no later than the last date for accepting responding Vendor questions provided in this LOC. All such questions will be answered officially by the State in writing. All such questions and answers will become addenda to this LOC. **Vendors failing to comply with this requirement will be subject to disqualification.**

4.7.1 The State contact person for the selection process is: Sheila Kearney, Technology Consultant, 301 North Lamar Street, Suite 508, Jackson, Mississippi 39201, 601-359-2686, Sheila.Kearney@its.ms.gov.

4.7.2 Vendor may consult with State representatives as designated by the State contact person identified in 4.7.1 above in response to State-initiated inquiries. Vendor may consult with State representatives

during scheduled oral presentations and demonstrations excluding site visits.

## 5. FUNCTIONAL/TECHNICAL SPECIFICATIONS

- 5.1 Vendor must provide pricing for the following equipment. Vendor must detail (by part number and/or description) any items that are functionally equivalent and substituted for the item listed in the table below. **Proposals that include memory not manufactured by IBM will be deemed invalid and eliminated from further consideration.**

QTY	DESCRIPTION
4	4491 16 GB (4x4GB) DIMMS, 208-pin, 266 MHz, Stack (IBM manufactured DIMMs are required to ensure compatibility with the current memory and continued support of the hardware)
1	Not to exceed cost for configuration assistance as described in 6.1
1	3 years of warranty

- 5.2 Vendor must state qualifications to include organization of the company, number of years in business, number of years products/services of similar scope/size to this project have been sold, partnerships, etc.
- 5.3 If any component(s) necessary for operation of the requested system is omitted from Vendor's proposal, Vendor must be willing to provide the component(s) at no additional cost. This includes, but is not limited to, all cabling, connectors, raceway, etc. necessary to render the configuration fully operational.

## 6. CONFIGURATION ASSISTANCE

- 6.1 Vendor must provide not-to-exceed cost for configuration assistance. Configuration assistance will include allocating memory among the 8 processors and meeting with Ray Foy, Network Manager, to verify configuration requirements.
- 6.2 Vendor must indicate if Vendor personnel or manufacturer personnel will provide the required configuration assistance. If Vendor personnel, Vendor

must provide documentation substantiating authorization to provide configuration assistance.

6.3 Vendor must detail the configuration approach and plan.

## **7. WARRANTY**

7.1 Vendors must state the warranty period for each item proposed, during which time maintenance need not be paid. Warranty must include at a minimum parts and labor.

7.2 If warranty period is less than three years, Vendor must provide pricing to extend the warranty to three years for each item proposed.

7.3 Vendors must detail what is included in the standard warranty for each item proposed.

7.4 Vendor must indicate whether warranty service is available past the three years for each item proposed. Specify annual cost, if any, and period of extension.

7.5 Vendor must provide depot warranty for each item proposed.

7.5.1 Vendor must provide next business day turnaround time from shipment of hardware under depot warranty.

7.6 Vendor must specify escalation procedures for the State should a warranty call not be handled to the State's satisfaction.

## **8. REFERENCES**

8.1 Vendor must provide at least three (3) references. A form for providing reference information is attached as Attachment B. ITS requires that references be from completed and/or substantially completed jobs that closely match this request for memory, configuration assistance with memory upgrades, and maintenance and support. Reference information must include, at a minimum,

8.1.1 Entity

8.1.2 Supervisor's name

8.1.3 Supervisor's telephone number

- 8.1.4 Supervisor's email address
- 8.1.5 Length of Project
- 8.1.6 Brief Description of Project to include Vendor's specific role in the project
- 8.2 The Vendor must make arrangements in advance with the account references so that they may be contacted at the Project team's convenience without further clearance or Vendor intercession. Failure to provide this information in the manner described may subject the Vendor's proposal to being rated unfavorably relative to these criteria or disqualified altogether at the State's sole discretion.
- 8.3 References that are no longer in business cannot be used. Inability to reach the reference will result in that reference deemed non-responsive.
- 8.4 Vendors receiving negative references may be eliminated from further consideration.
- 8.5 ITS reserves the right to request information about the Vendor from any previous customer of the Vendor of whom ITS or DFA is aware, even if that customer is not included in the Vendor's list of references.

## **9. ADDITIONAL REQUIREMENTS**

- 9.1 ITS acknowledges that the specifications within this LOC are not exhaustive. Rather, they reflect the known requirements that must be met by the proposed system. Vendors must specify, here, what additional components may be needed and are proposed in order to complete each configuration.
- 9.2 Vendor must specify the discounted price for each item. Freight is FOB destination. No itemized shipping charges will be accepted.
- 9.3 Vendor must provide all technical specifications and manuals (documentation) at the point of sale.
- 9.4 If Vendor proposes more than one alternative (no more than two), Vendor is responsible for identifying the alternative believed to be the best fit to meet the specified requirements.

## **10. PROPOSAL EXCEPTIONS**

- 10.1 Vendor must return the attached *Proposal Exception Summary Form*, Attachment C, with all exceptions listed and clearly explained or state "No Exceptions

Taken.” If no Proposal Exception Summary Form is included, the Vendor is indicating that no exceptions are taken.

- 10.2 Unless specifically disallowed on any specification herein, the Vendor may take exception to any point within this memorandum, including a specification denoted as mandatory, as long as the following are true:
  - 10.2.1 The specification is not a matter of State law;
  - 10.2.2 The proposal still meets the intent of the procurement;
  - 10.2.3 A *Proposal Exception Summary Form* (Attachment C) is included with Vendor’s proposal; and
  - 10.2.4 The exception is clearly explained, along with any alternative or substitution the Vendor proposes to address the intent of the specification, on the *Proposal Exception Summary Form* (Attachment C).
- 10.3 The Vendor has no liability to provide items to which an exception has been taken. ITS has no obligation to accept any exception. During the proposal evaluation and/or contract negotiation process, the Vendor and ITS will discuss each exception and take one of the following actions:
  - 10.3.1 The Vendor will withdraw the exception and meet the specification in the manner prescribed;
  - 10.3.2 ITS will determine that the exception neither poses significant risk to the project nor undermines the intent of the procurement and will accept the exception;
  - 10.3.3 ITS and the Vendor will agree on compromise language dealing with the exception and will insert same into the contract; or,
  - 10.3.4 None of the above actions is possible, and ITS either disqualifies the Vendor’s proposal or withdraws the award and proceeds to the next ranked Vendor.
- 10.4 Should ITS and the Vendor reach a successful agreement, ITS will sign adjacent to each exception which is being accepted or submit a formal written response to the Proposal Exception Summary responding to each of the Vendor’s exceptions. The Proposal Exception Summary, with those exceptions approved by ITS, will become a part of any contract on acquisitions made under this procurement.



- 10.5 An exception will be accepted or rejected at the sole discretion of the State.
- 10.6 Prior to taking any exceptions to this procurement, ITS requests that, to the extent possible, the individual(s) preparing this proposal first confer with other individuals who have previously submitted proposals to ITS or participated in contract negotiations with ITS on behalf of their company, to ensure the Vendor is consistent in the items to which it takes exception.

## 11. SCORING METHODOLOGY

- 11.1 ITS will use any or all of the following categories in developing a scoring mechanism for this LOC prior to the receipt of proposals. All information provided by the Vendors, as well as any other information available to ITS staff, will be used to evaluate the proposals.
  - 11.1.1 Cost
  - 11.1.2 Technical Specifications
  - 11.1.3 Vendor Qualification
  - 11.1.4 Warranty
- 11.2 Each category included in the scoring mechanism is assigned a weight between one and 100. The sum of all categories will equal 100 possible points.

## 12. INSTRUCTIONS TO SUBMIT PRODUCT AND COST INFORMATION

Please use the attached *Cost Information Form* (Attachment A) to provide cost information. Follow the instructions on the form. Incomplete forms will not be processed.

## 13. DELIVERY INSTRUCTIONS

- 13.1 **Vendor must deliver the response to Sheila Kearney at ITS no later than June 17, 2009, at 3:00 P.M. (Central Time).** Responses may be delivered by hand, via regular mail, overnight delivery, email, or by fax. Fax number is (601) 354-6016. ITS WILL NOT BE RESPONSIBLE FOR DELAYS IN THE DELIVERY OF PROPOSALS. It is solely the responsibility of the Vendor that proposals reach ITS on time. Vendors should contact Sheila Kearney to verify the receipt of their proposals. Proposals received after the deadline will be rejected.
- 13.2 If you have any questions concerning this request, please e-mail Sheila Kearney of ITS at [Sheila.Kearney@its.ms.gov](mailto:Sheila.Kearney@its.ms.gov). **Any questions concerning the**

**specifications detailed in this LOC must be received no later than June 8, 2009, at 3:00 P.M. (Central Time).**

Enclosures:    Attachment A, Cost Information Form  
                  Attachment B, Reference Information Form  
                  Attachment C, Proposal Exception Summary Form

**ATTACHMENT A**  
**COST INFORMATION FORM – LOC NUMBER 38232**

Please submit the **ITS** requested information response under your general proposal #**3576** using the following format. Send your completed form back to the Technology Consultant listed below. If the necessary information is not included, your response cannot be considered.

**ITS Technology Consultant**

**Name:** Sheila Kearney **RFP #** 3576

**Company**

**Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_ **Phone #:** \_\_\_\_\_

**Contact E-mail:** \_\_\_\_\_

MFG	MFG #*	DESCRIPTION	QTY	UNIT COST	EXTENDED COST**

If any of the items below are included in Vendor's proposal they must be detailed below.

Three Years of Warranty:  
Configuration Assistance:

\*Manufacturer model number, not Vendor number. If Vendor's internal number is needed for purchase order, include an additional column for that number

\*\*If Vendor travel is necessary to meet the requirements of the LOC, the Vendor should propose fully loaded costs including travel

**ATTACHMENT B**  
**REFERENCE INFORMATION FORM**

The information provided below will be used to contact references.

Entity	
Supervisor's Name	
Supervisor's Title	
Supervisor's Telephone #	
Supervisor's E-Mail Address	
Length of Project	
Brief Description of Project	

Entity	
Supervisor's Name	
Supervisor's Title	
Supervisor's Telephone #	
Supervisor's E-Mail Address	
Length of Project	
Brief Description of Project	

Entity	
Supervisor's Name	
Supervisor's Title	
Supervisor's Telephone #	
Supervisor's E-Mail Address	
Length of Project	
Brief Description of Project	

**ATTACHMENT C**  
**PROPOSAL EXCEPTION SUMMARY FORM**

ITS LOC Reference	Vendor Proposal Reference	Brief Explanation of Exception	ITS Acceptance (sign here only if accepted)
(Reference specific outline point to which exception is taken)	(Page, section, items in Vendor's proposal where exception is explained)	(Short description of exception being made)	